



ERIE COUNTY

REQUEST FOR PROPOSAL (RFP) TO PREPARE A PROGRAM NEEDS ANALYSIS AND SPACE UTILIZATION ASSESSMENT FOR ERIE COMMUNITY COLLEGE

RFP #1221VF

[6/18/12]

**DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING
EDWARD A. RATH COUNTY OFFICE BUILDING
95 FRANKLIN STREET, 10TH FLOOR
BUFFALO, NEW YORK 14202**

COUNTY OF ERIE, NEW YORK
REQUEST FOR PROPOSALS (“RFP”)

RFP #1221VF

**TO PREPARE A PROGRAM NEEDS ANALYSIS
AND SPACE UTILIZATION ASSESSMENT
FOR ERIE COMMUNITY COLLEGE**

I. INTRODUCTION

The County of Erie, New York (the “County”), in close cooperation with Erie Community College, is currently seeking Proposal Statements from qualified Higher Education Planning firms interested in preparing a Program Needs Analysis and Space Utilization Assessment for Erie Community College

Proposers interested in providing said services are invited to respond to this request.

The County reserves the right to amend this RFP. The County reserves the right to reject any or all of the proposals, or any part thereof, submitted in response to this RFP, and reserves the right to waive formalities, if such action is deemed to be in the best interest of the County. The County reserves the right to request additional information from any proposer. The County reserves the right to award negotiated contracts to one or more proposers.

This RFP is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any proposal or to procure or contract with any firm.

The County will only contract with firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, citizenship status or any other status protected by New York State and Federal laws.

II. PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

The following schedule is for informational purpose only. The County reserves the right to amend this schedule at any time.

| | |
|----------------------|--|
| Issue RFP: | 6/18/2012 |
| Pre-Proposal Meeting | 6/26/2012 |
| Proposals Due: | 7/10/2012 |
| Selection Made: | 7/20/2012 |
| Contract Signed: | Following all necessary County approvals |

B. GENERAL REQUIREMENTS

1. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate and reliable presentation.
2. One (1) original and four (4) copies shall be submitted. Proposals **MUST** be signed. Unsigned proposals will be rejected.
3. Submission of the proposals shall be directed to:

Thomas J. Dearing, Deputy Commissioner
Department of Environment and Planning
Edward A. Rath County Office Building
95 Franklin Street, Room 1062
Buffalo, New York 14202

All proposals must be delivered to the above office on or before 7/10/2012 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

4. Requests for clarification of this RFP must be written and submitted to Thomas J. Dearing at Edward A. Rath County Office Building, 95 Franklin Street, Room 1062, Buffalo, New York 14202; Thomas.Dearing@erie.gov; (716) 858-7256, no later than 4:00 p.m. on July 02, 2012. Formal written responses will be distributed by the County on or before July 03, 2012. **NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE COUNTY, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY REQUEST FOR CLARIFICATION.**
5. Proposers may be required to give an oral presentation to the County to clarify or elaborate on the written proposal. Those proposers will be notified to arrange specific times.
6. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.
7. Certified Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) proposers should include the Erie County certification letter with the proposal.
8. If proposer is a Veteran Owned Business, proposer should include letter indicating company is 51% or more Veteran-owned.
9. Proposers are encouraged to attend the pre-proposal meeting which will be held at 10:00 a.m. on 6/26/2012 at 95 Franklin Street, Room 1004, Buffalo, New York 14202.
10. Fee: Each response shall include a lump sum fee for professional services itemized per task as further described in the Scope of Services.

11. Each proposal must include a Project Schedule.
12. Each proposal must enumerate Person Hours broken down by project elements and staff assigned as well as the identification of the project manager.
13. Each proposal must include a fully completed Exhibit A RE: Certification Regarding Debarment and Suspension.

C. COST PROPOSAL

A lump sum fee system will be used for the engagement. The proposal must break down the cost for each task by man hours allocated to personnel assigned to the respective element as well as the non-personnel costs estimated for each element.

It should be noted that the County has established a maximum budget for this engagement of \$200,000. This is inclusive of reimbursable

III. SCOPE OF PROFESSIONAL SERVICES REQUIRED

Reference should be made to Exhibit B of this RFP for the required Scope of Services.

IV. STATEMENT OF RIGHTS

UNDERSTANDINGS

Please take notice, by submission of a proposal in response to this request for proposals, the proposer agrees to and understands:

- that any proposal, attachments, additional information, etc. submitted pursuant to this Request for Proposals constitute merely a suggestion to negotiate with the County of Erie and is not a bid under Section 103 of the New York State General Municipal Law;
- submission of a proposal, attachments, and additional information shall not entitle the proposer to enter into an agreement with the County of Erie for the required services;
- by submitting a proposal, the proposer agrees and understands that the County of Erie is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
- that any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the County, its elected officials, officers, employees or agents, shall not be binding against the County of Erie, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP is duly executed by both parties and approved by the Erie County Legislature, the Erie County Fiscal Stability Authority (if required), and the Office of the Erie County Attorney.

In addition to the foregoing, by submitting a proposal, the proposer also understands and agrees that the County of Erie reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this Request for Proposals:

- To reject any or all proposals;
- To issue amendments to this RFP;
- To issue additional solicitations for proposals
- To waive any irregularities in proposals received after notification to proposers affected;
- To select any proposal as the basis for negotiations of a contract, and to negotiate with one or more of the proposers for amendments or other modifications to their proposals;
- To conduct investigations with respect to the qualifications of each proposer;
- To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
- To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
- To select the proposal that best satisfies the interests of the County and not necessarily on the basis of price or any other single factor;
- To interview the proposer(s);
- To request or obtain additional information the County deems necessary to determine the ability of the proposer;
- To modify dates;
- All proposals prepared in response to this RFP are at the sole expense of the proposer, and with the express understanding that there will be no claim, whatsoever, for reimbursement from the County for the expenses of preparation. The County assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
- While this is a RFP and not a bid, the County reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
- The County is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline. To be considered, proposals MUST arrive at the place specified herein and be time stamped prior to the deadline

EVALUATION

The following criteria, not necessarily listed in order of importance, will be used to review the proposals. The County reserves the right to weigh its evaluation criteria in any manner it deems appropriate:

- Evaluation of the professional qualifications, experience, personal background and resume(s) of individuals involved in providing services.
- Evaluation of the proposer's fee submission. It should be noted that while price is not the only consideration, it is an important one.
- A determination that the proposer has submitted a complete and responsive proposal as required by this RFP.
- Ease of access to project manager and others providing services.
- Utilization of firms certified by Erie County as WBE/MBE. Said firms can be obtained by contacting the Erie County Division of Equal Employment Opportunity at 858-7542.
- Firm's performance under any previous contractual engagement with Erie County.
- Reference Checks.
- An evaluation of the proposer's projected approach.
- The proposer's presentation at and the overall results of any interview conducted with the proposer.

PROPOSAL CERTIFICATION

Proposers **MUST** sign the Proposer Certification attached hereto as Exhibit C. Unsigned proposals will be rejected.

- No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the County. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the County.

WRITTEN PROPOSALS

Submit one original and four (4) copies of your written proposal to include answers to the questions listed below. Resumes of key personnel and your Federal Qualifications Form, if desired, are to be submitted at the end of the response. The individuals whose resumes are submitted are expected to substantially work on the project.

Proposals will be evaluated, generally on your firm's response to the following:

A) Qualifications

- 1) State clearly whether your main office/parent firm is currently licensed as an individual, partnership or corporation to do professional and / or architectural engineering in New York State. (If not licensed in New York State, please advise how you propose to execute an agreement as a licensed New York State

firm.)

Indicate if this would be a joint venture proposal with another professional organization. The reasons for a joint venture should be presented.

- 2) State any potential conflicts of interest. Include any employment or other relationship your firm has with regulating agencies, or any other entity which may be perceived as a conflict of interest. Explain why any such potential conflicts of interest would not impact this project.
- 3) State the location (municipality) of the planning team you would assign to this project. If more than one planning team is proposed or if planning team support is to be provided by another office, please explain.
- 4) List any current or anticipated obligations which may affect the project or use of the identified personnel proposed for this project.
- 5) Present your special expertise for the project and how your firm's qualifications would best serve the County and College on this Project. Include a project organization chart identifying the proposed team. Include resumes of only those individuals that will be directly involved in the Project. (Resumes should be attached at the end of the proposal.)
- 6) Indicate what professional or technical subcontractors you would utilize for the project. Indicate where the subcontractors are located and what services they would provide. Recite any experience or familiarity of the subcontractors which is pertinent to the specific requirements of this project and the basis of your confidence in their ability to perform. If your firm possesses specialty capabilities which allows work normally subcontracted to be performed in-house, present this information here.
- 7) Recite a list of no more than three similar projects within the last five years giving the size of the project in dollars, the client, including the name and phone number of the person to whom you were accountable, whether any regulatory agencies were involved and if the project was constructed or otherwise completed.

Include a matrix table that identifies the listed projects and the proposed team and identify the correlation between the listed projects/teams and the proposed project team.

- 8) Recite current and past work experience within the last five years if any, your firm has had with the County. Identify the Department(s) for which the services were provided and the project title.
- 9) Indicate any personnel (either as an employee or thru a contractual relationship) who, within the last year prior to the date of this proposal, has been employed by the County of Erie. Also indicate that person's County work title and the Department for which he/she worked. If any, an explanation of the significance of the employee on the project should be presented.

B. Project

- 1) Provide a written response to the “Scope of Services” which indicates your unique approach to performing this project.
- 2) Indicate which MBE/WBE subcontractors you would propose to use on this project and why. Show what percentage of work is proposed to be assigned to MBE and WBE contractors and subcontractors.
- 3) State the length of time necessary to complete the engagement.

CONTRACT

After selection of the successful proposer, a formal written contract will be prepared by the County of Erie and will not be binding until signed by both parties and, if necessary, approved by the Erie County Legislature, the Erie County Fiscal Stability Authority and the Office of the County Attorney. NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE COUNTY FOR SUBMISSION TO THE ERIE COUNTY LEGISLATURE AND/OR THE ERIE COUNTY FISCAL STABILITY AUTHORITY FOR APPROVAL. THE APPROVAL OF SAID LEGISLATURE AND/OR AUTHORITY MAY BE NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE COUNTY.

INDEMNIFICATION AND INSURANCE

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

“In addition to, and not in limitation of the insurance requirements contained herein the Consultant agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Consultant shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the acts or omissions hereunder by the Consultant or third parties under the direction or control of the Consultant; and

(b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

Upon execution of any contract between the proposer and the County, the proposer will be required to provide proof of the insurance coverage described in Exhibit D.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the County Attorney.

INTELLECTUAL PROPERTY RIGHTS

The proposer accepts and agrees that language in substantially the following form will be included in the contract between the proposer and the County:

All deliverables created under this Agreement by the Consultant are to be considered “works made for hire”. If any of the deliverables do not qualify as “works made for hire”, the Consultant hereby assigns to the County all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows the County to obtain in its name copyrights, registrations and similar protections which may be available. The Consultant agrees to assist the County, if required, in perfecting these rights. The Consultant shall provide the County with at least one copy of each deliverable.

The Consultant agrees to indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, the Consultant agrees to enable the County’s continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable will be returned.

All records compiled by the Consultant in completing the work described in this Agreement, including but not limited to written reports, source codes, studies, drawings, blueprints, negatives of photographs, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the County. The Consultant may retain copies of such records for its own use.

NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the County of Erie, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any County employee, officer or official.

CONFLICT OF INTEREST

All proposers must disclose with their proposals the name of any officer, director or agent who is also an employee of the County of Erie. Further, all proposers must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

There shall be no conflicts in existence during the term of any contract with the County. The existence of a conflict shall be grounds for termination of a contract.

COMPLIANCE WITH LAWS

By submitting a proposal, the proposer represents and warrants that it is familiar with all federal, state and local laws and regulations and will conform to said laws and regulations. The preparation of proposals, selection of proposers and the award of contracts are subject to provisions of all Federal, State and County laws, rules and regulations.

CONTENTS OF PROPOSAL

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84 et seq., mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall:

- a) Insert the following notice in the front of its proposal:

“NOTICE

The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.

The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the County considers proper under the law. If the County enters into an agreement with this proposer, the County shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”

And

- b) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **" * THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The County assumes no liability for disclosure of information so identified, provided that the County has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The contents of the proposal which is accepted by the County, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e. how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

EXHIBIT A

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Consultant certifies that it, and its principals:

(a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;

(b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and

(d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the Consultant is unable to certify to any of the statements in this paragraph, the Consultant shall attach an explanation to this certification.

Date: _____

Signature

Title

Organization

EXHIBIT B

SCOPE OF SERVICES

Erie Community College Program Needs Assessment and Corresponding Space Analysis

DESCRIPTION: INSTITUTIONAL PROFILE

Overview

Established in 1946, SUNY Erie Community College (ECC) provides comprehensive, affordable, and accessible quality educational opportunities to a diverse community. It is the fourth largest State University of New York (SUNY) community college. ECC maintains three distinct campuses under a unified governance structure with a common mission and vision.

The ECC North Campus, located in Williamsville since 1960, is the oldest and the largest of the three campuses of ECC. Today, North Campus is spread over 120 acres, offering classes to students in six buildings, totaling approximately 500,000 square feet, serving approximately 45% of ECC's students.

In 1982, the City Campus moved to its present site at the Old Post Office, a 225,000 square foot architectural landmark built in 1901 in downtown Buffalo. In 1993, as part of the World University Games, New York State and Erie County built a 125,000 square foot athletic center complete with a renowned swimming pool that was turned over to ECC after completion of the games. The newest facility, located adjacent on Oak Street, opened in January, 2008. The 53,000 square foot facility consists of 20 classrooms and labs, faculty and administrative offices. The City Campus serves approximately 25% of ECC's students.

Academic Programs

ECC offers 53 programs leading to an Associate in Arts, an Associate in Science, an Associate in Applied Science, or an Associate in Occupational Studies degree in four academic divisions: Health Sciences, Business and Public Service, Engineering and Technologies, and Liberal Arts. In addition, the college currently offers 27 certificate programs for students desiring concentrated instruction leading to employment in demand occupations. In addition, ECC offers 13 online and six joint registration programs.

Student Demographics and Institutional Growth

With a Fall 2010 headcount of 15,336 enrollment at ECC had grown over 50% since Fall 2000. ECC experienced a 6% decline in Fall 2011. The decline is attributed to an overall decrease in high school graduation rates and changes in financial aid.

The college continues to serve one of the largest number of disabled and EOP students within SUNY community colleges. For Fall 2010, a little more than a quarter of ECC's enrollees were first-time freshmen, almost 50% were female, approximately 5% were disabled, and 9 out of 10 were Erie County residents. Minority student's account for 28% of all ECC students in Fall 2010

compared to 18% in Fall 2000. This pattern parallels the racial/ethnicity residential distribution of the county. The college continues to attract both traditional and non-traditional students, as indicated by the fact that 33% are 25 years of age and older.

PRIOR PLANS: Since 2001 numerous plans and analyses have been undertaken for the College. These are listed below. All are available for review at the office of Erie County Deputy Commissioner Thomas J. Dearing, Room 1062, 95 Franklin Street, Buffalo, New York 14202. His contact information is as follows: E-mail Thomas.Dearing@erie.gov; Telephone: 716- 858-7256.

1. The Erie Community College – Facilities Master Plan – October 14, 2005, prepared by BHNT Architects, P.C.
2. State University of New York – Erie Community College Capital Facilities Assessment and Reinvestment Plan – Final Report, November 2009, prepared by the Pacific Partners Consulting Group, Inc.
3. Creating a Vision for Serving the Western New York Community – Final Report – ECC Institutional Assessment, May 2002, prepared by Resultants International, Inc.
4. Erie Community College, Strategic Plan: 2012-2014, adopted by the Board of Trustees – February 29, 2012, prepared by Kenneth A. Rogers, Planning Consultant

ISSUE: Although good information has been assembled over the previous ten years there is a need to update material relative to academic programs. This will insure that ECC provides course offerings which best position graduates for future employment, and academic advancement. Such programs will also help to attract students to ECC and allow it to successfully compete with other area community colleges.

Earlier plans did not fully evaluate the space needs of the College's programs with the square footage available at the three campuses. Thus, an updated program analysis will allow for an accurate assessment of the ECC's existing space needs and determine future facility demands.

Prior plans recommended construction of new academic buildings at various locations within the three campus structure. Before embarking on said construction it is critical that the College be fully informed regarding appropriate programs to be housed in the building and the corresponding space needs of the programs. This information will flow from the overall program and space assessment described above.

BASIC SCOPE: The following provides a general description of the key technical work to be undertaken as part of the engagement. All responders are expected to expand upon each element, define work products, itemize person-hours, and provide a timeline for completing individual tasks:

1. Review Existing Data: The Consultant shall become familiar with all written plans, analyses, and projections prepared for ECC since 2000. Information should be obtained from other sources including current College administrators, faculty, and staff. The Consultant is expected to become fully knowledgeable on College planning history, applicability of data to current guidelines, and present role of ECC within the area's workforce training system.

2. Analyze Existing Academic Programs: Using generally accepted methodologies, information from College officials, and appropriate community outreach, determine the effectiveness of current programs offered by ECC. Suggestions for program deletions could be an outcome of this task.
3. Undertake a Program Gap Analysis: Determine areas within the regional employment environment where ECC could fill a gap in workforce training needs. This is intended to insure that the College's academic programs mesh with the current and projected employment of the region. Suggested new course offerings could be an outcome of this task.
4. Partnership Opportunities: Evaluate existing public / private partnership relationships within the College relative to their effectiveness in addressing the needs of regional employers. Determine any opportunities for new partnerships.
5. Existing Space Inventory: Undertake a comprehensive inventory of current space utilized by College Programs and support personnel. Evaluate said inventory relative to generally acceptable industry standards and determine space inadequacies not only by square footage but also by program, and quality of space.
6. Future Space Needs: Given any program deletions and/or additions recommended by Tasks 2 and 3 above, identify adjustments to the space inventory necessary to fully accommodate effective, efficient, and State of the Art learning environment for ECC students. This task shall also update projected student enrollment projections over a fifteen-year time horizon and incorporate said projections into the future space needs task.
7. Location Analysis: Evaluate the effectiveness of locating existing and new programs at the three campuses. Determine whether the space requirements (e.g. Welding Program would require a different classroom size than an academic program) of certain offerings are better suited at one campus versus another. Is proximity to existing public / private institutions within the region an important factor in program location?
8. Outreach Program: Organize and participate in a comprehensive outreach program within the College and community at large. This effort will be directed by an advisory committee consisting of officials within ECC, Erie County, and within the regional workforce and economic development fields. Various subgroups may be formed to focus on specific topical areas. It is also expected that the selected consultant will conduct appropriate interviews with key stakeholders at the College and community level to allow full competency in the academic and workforce development needs of the region.
9. Final Product: A final report shall be prepared by the Consultant. It shall include, but not be limited to data addressing the following key questions.
 - (a) Are the programs offered by ECC adequately addressing the workforce development needs of the region?
 - (b) What existing programs are effective? Are improvements required in current offerings which would align them better with employment opportunities in the area?

- (c) Does the College have adequate, state of the art space to accommodate high level academic and technical programs?
- (d) Is current space utilization at the three campuses efficiently utilized to capitalize on partnership opportunities, space / equipment needs of new or updated course offerings, etc.?
- (e) Should additional academic / technical space be needed, where is it best located (campus) to insure effective access to possible partnership opportunities, complementary College support requirements, etc.?
- (f) What displacement to other academic / technical programs would occur given any new building construction and how would such displaced programs be accommodated elsewhere within the College campus environment?

EXHIBIT C

PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the County of Erie and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the County of Erie for the required services. The undersigned agrees and understands that the County of Erie is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the County of Erie, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the County of Erie and, if necessary, approved by the Erie County Legislature and Erie County Fiscal Stability Authority and the Office of the County Attorney.

It is understood and agreed that the County of Erie reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the County of Erie reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the County of Erie is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

Proposer Name

By:

Name and Title

EXHIBIT D

STANDARD INSURANCE PROVISIONS



County of Erie Standard Insurance Certificate

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME PHONE (A/C No. Ext) FAX A/C No. EMAIL ADDRESS PRODUCER CUSTOMER ID # | | | | | | | | | | | | | | |
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| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR | INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPIOP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NY) If yes describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | WC STATU TORY LIMITS- L OTH ER- \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

| | |
|--|--|
| CERTIFICATE HOLDER County of Erie 95 Franklin St Buffalo NY, 14202 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

X. FOR COUNTY USE ONLY: Name of County Dept. Requesting Certificate Environment and Planning

 Purchase Order or Contact Number _____

 Vendor Insurance Classification _____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202."

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

| Vendor Classification | A Construction and Maintenance | B Purchase or Lease of Merchandises or Equipment | C Professional Services | D Property Leased To Others Or Use Of Facilities Or Grounds | E Concession-Aires Services | F Livery Services | G All Purposes Public Entity Contracts |
|--|-----------------------------------|---|----------------------------------|--|----------------------------------|----------------------------------|---|
| Commercial Gen. Liab. | \$1,000,000 per occ. | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL | \$1,000,000 | \$1,000,000 CSL |
| General Aggregate | \$2,000,000 | | | | | | |
| Products Comp. Ops. | \$2,000,000 | | | | | | |
| Blanket Broad Form | Not Excluded or Limited | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Contractual Liability | | | | | | | |
| Broad Form P.D. | | | | | | | |
| X.C.U. | | | | | | | |
| | | | | | | | |
| Liquor Law | | | | INCLUDE | | | |
| Auto Liab. | \$1,000,000 CSL | | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL | \$1,000,000 CSL |
| Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Hired | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| Non-Owned | INCLUDE | | INCLUDE | INCLUDE | INCLUDE | INCLUDE | INCLUDE |
| | | | | | | | |
| Excess/Umbrella Liab. | \$5,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$1,000,000 | \$5,000,000 | \$1,000,000 |
| | | | | | | | |
| Worker's Compensation & Employer's Liability | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| Disability Benefits | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY | STATUTORY |
| | | | | | | | |
| Professional Liability | | | \$5,000,000 | | | | |
| | | | | | | | |
| Erie County To Be Named Add'l Insd. On | Gen. Liab., Auto Liab., & Excess | Broad Form Vendors May Be Required | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess | Gen. Liab., Auto Liab., & Excess |

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Designated Construction Project General Aggregate Limit Per Location Endorsement CG 25 03 is Required.

VII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

VIII. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

IX. Workers Compensation: State Workers' Compensation Board form DB-155 is required for proof of compliance with the New York State Disability Benefits Law.

Locations of operation shall be "All locations in Erie County, New York."

For those entities who request permits, licenses, or contracts are required to provide either an Affidavit of Exemption (BP-1) or Certificate of Insurance 105.2, Certificate of Self Insurance SI-12, DB-155, or a Certificate of Attestation CE-200 to evidence exemption of coverage by statute. It will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternative specifications should be evidenced on the certificate in lieu of the standards printed above.

X. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.